



P.O. BOX 6001
MARION, LA 71260-6001

Account Name: NORTH KITSAP SCHOOL

Account Number: 300507676

Page: 4 of 7
Bill Date: Feb. 06, 2006

Charge Detail

Local Service in Advance from FEB 06 to MAR 05

Product-ID: 360-297-5495

Monthly Charges

Dgtx Access Line	19.55	
Local Number Portability	0.36	
Subscriber Line Charge - Interstate	9.20	
Total Local Exchange Services	29.11	
Total Monthly Charges		29.11

Total Current Charges For 360-297-5495	29.11
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Product-ID: 360-297-5496

Monthly Charges

Dgtx Access Line	19.55	
Local Number Portability	0.36	
Subscriber Line Charge - Interstate	9.20	
Total Local Exchange Services	29.11	
Total Monthly Charges		29.11

Total Current Charges For 360-297-5496	29.11
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Product-ID: 360-297-5497

Monthly Charges

Dgtx Access Line	19.55	
Local Number Portability	0.36	
Subscriber Line Charge - Interstate	9.20	
Total Local Exchange Services	29.11	
Total Monthly Charges		29.11

Usage Charges

Simple Bus Sol 1+ (.10)	0.48	
Total Usage Charges		0.48

Total Current Charges For 360-297-5497	29.59
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Product-ID: 360-297-5508

Monthly Charges

Dgtx Access Line	19.55	
Local Number Portability	0.36	
Subscriber Line Charge - Interstate	9.20	
Total Local Exchange Services	29.11	
Total Monthly Charges		29.11

Usage Charges

Simple Bus Sol 1+ (.10)	0.33	
Total Usage Charges		0.33

Total Current Charges For 360-297-5508	29.44
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Page: 6 of 7

Bill Date: Feb. 06, 2006

CenturyTel Long Distance

Charges in this Section are Information Only. They are Billed and Totaled from the Charge Detail.

Calling Plan Summary - Informational Only

Charges in this Summary are Itemized and Totaled in Other Sections of the Bill

Plan Summary	Monthly Amount	Usage Amount	Total Amount
r Simple Bus Sol 1+ (.10)	0.00	0.81	0.81
Total	0.00	0.81	0.81

Long Distance Call Detail

Item	Date	Time	Called From	Called To	Number	Call Plan	Call Type	Min	Charge
1	FEB03	05:49 pm		EVERETT	WA 425-258-2308	r	DIRECT CALL	.5	0.05
2	FEB04	12:02 am		EVERETT	WA 425-258-2308	r	DIRECT CALL	.5	0.05
3	FEB04	05:00 am		EVERETT	WA 425-258-2308	r	DIRECT CALL	1.5	0.15
4	FEB04	06:39 am		EVERETT	WA 425-258-2303	r	DIRECT CALL	.5	0.05
5	FEB04	10:56 am		EVERETT	WA 425-258-2308	r	DIRECT CALL	.8	0.08
6	FEB04	05:01 pm		EVERETT	WA 425-258-2308	r	DIRECT CALL	.5	0.05
7	FEB04	05:08 pm		EVERETT	WA 425-258-2308	r	DIRECT CALL	.5	0.05
Total for		360-297-5497						4.8	0.48
8	JAN09	07:42 am		EVERETT	WA 425-258-2308	r	DIRECT CALL	.7	0.07
9	JAN10	06:53 am		EVERETT	WA 425-258-2308	r	DIRECT CALL	.5	0.05
10	JAN18	06:31 am		EVERETT	WA 425-258-2308	r	DIRECT CALL	.5	0.05
11	FEB03	04:46 pm		EVERETT	WA 425-258-2308	r	DIRECT CALL	.5	0.05
12	FEB03	05:30 pm		EVERETT	WA 425-258-2308	r	DIRECT CALL	.5	0.05
13	FEB04	08:28 am		EVERETT	WA 425-258-2308	r	DIRECT CALL	.6	0.06
Total for		360-297-5508						3.3	0.33
Total Of Itemized Calls								8.1	0.81

Taxes, Fees and Surcharges

KITSAP Sales Tax	0.02
WASHINGTON Sales Tax	0.05

Total Taxes, Fees and Surcharges

0.07

Total CenturyTel Long Distance

0.88

For price plan information, go to

<http://www.centurytel.com/about/tariffs.cfm>

or contact CenturyTel at 1-800-201-4099 for residential.

For business information call 1-800-201-4102.

Thank you for choosing CenturyTel Long Distance.

We appreciate your business.

For questions concerning your account or new products,
please call your customer service center.



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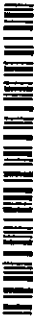
Page: 7 of 7
Bill Date: Feb. 06, 2006

CenturyTel Long Distance

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Executive Bill Summaries

Line Summary	Calls	Mins	Amount
360-297-5497	7	4.8	0.48
360-297-5508	6	3.3	0.33
Sub Total	13	8.1	0.81



ATTACHMENT "E"

Long Distance Services for North Kitsap School District schools.

Long distance companies shall provide a flat rate per minute for domestic long distance, account code billing, individual employee codes itemized billing, special billing detail as needed, and demonstrated exceptional customer service. Information about current long distance service is as follows:

Location	Domestic Long Distance Minutes (approximate/per month)	Provider Change to	Monthly
All Locations	15,000 minutes Plus Long Distance Pin Codes	Qwest	\$756.00

See Highline School District Master Contract and QWEST/North Kitsap School District signed contract dated February 2, 2006:

**PARTICIPATING ADDENDUM
BETWEEN
North Kitsap School District
AND
QWEST COMMUNICATIONS CORPORATION**

The undersigned hereby represents, acknowledges, and agrees as follows:


1. The undersigned represents that it is a K-12 school within the state of Washington with an EIN, and, as such, it is qualified to purchase Qwest telecommunication services ("Service(s)") pursuant to the terms and conditions of the Qwest Communications Corporation, Qwest Loyal Advantage Agreement, OMR: 1107440, approved and signed by Highline School District on or about January 10, 2006, by and between Qwest Communications Corporation ("Qwest") and Highline School District, as amended, including its Exhibits and Attachments (hereafter the "Underlying Agreement").
2. The undersigned ("Customer") is executing this Participating Addendum for the purpose of purchasing Service from Qwest pursuant to the Qwest Underlying Agreement. Customer will be subject to all terms and conditions of this Participating Addendum and the Underlying Agreement. Customer will be responsible for any and all use of Services under this Participating Addendum and the Underlying Agreement, including but not limited to responsibility for payment obligations. Customer will be Qwest's customer of record for the Services provided under this Participating Addendum and the Underlying Agreement.
3. **DESCRIPTION OF SERVICES.** Qwest will provide to Customer the Services as set forth in the Underlying Agreement (the "Services"). To the extent Services are tariffed, and where such terms and conditions of the Qwest applicable tariffs do not conflict with the Underlying Agreement, the provisions of the tariff will apply and, in such cases, references in this Agreement to Service Schedule(s) will instead be deemed to refer to the applicable tariff.
4. **TERM.** This Participating Addendum is effective on July 1, 2006 ("Effective Date") and ends on June 30, 2007, as outlined in the Underlying Agreement.
5. **PRIMARY CONTACT.** The primary Customer contact individual for this Participating Addendum is as follows:
Bill Every, Director of Technology & Information Services
6. This Participating Addendum and the Underlying Agreement set forth the entire agreement between the parties and supercede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Underlying Agreement will not be added to or incorporated into this Participating Addendum or the Underlying Agreement, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Underlying Agreement will prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Customer: North Kitsap School District 400
Customer's EIN: 91-0754974

Qwest Communications Corporation

Authorized Signature



Name Typed or Printed

Bill Every, Director of Technology & Information Services

Title

2-9-06

Date

Address for Notices:

North Kitsap School District
18360 Caldart Avenue NE
Poulsbo, WA 98370

Authorized Signature

Name Typed or Printed

Title

Date

Address for Notices:

Qwest Corporation
1801 California Street, 38th Floor
Denver, Colorado 80202
Attn: Legal Department

☒ SPIN Number 143001157 (out-of-region)

☐ SPIN Number 143005231 (in-region)

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Long Distance Facts

Contract

The Contract number under which these services will be provided is OMR #1107440. An electronic copy of the contract is available for review. All of the rates to all countries, worldcard calling card rates, directory assistance rates, payphone rates, and direct dial US rates are all depicted.

Participating Addendum

This is what each individual district or school signs to buy under the terms and conditions of the Highline School District contract.

Each District and/or school must provide their SLD e-rate EIN on the contract just above the signature line. A "contact person" should also be identified. This person should be familiar with contracts and procurement activities as this is the person who will receive notices and information from Qwest as it relates to e-rate, billing, and legal notice for the service.

Please print out and sign two copies of the Participating Addendum if you would like to have a counter-signed original for your files. Otherwise, please print one and sign it.

LOA – Letter of Authorization

This document must be signed by the authorized person at the district and/or school. This allows the Qwest Communications Corporation (QCC, the long distance or deregulated side) to place orders with Qwest Corporation (QC, the local or regulated side) or if you have a different local telephone company, this LOA will allow QCC to place orders with your local telephone company.

Qwest or its business partner, Cache Valley Electric, will fill out all information other than the Customer specific information. We will need to know if you want all of your service area traffic to be on Qwest or if you want to split your toll and service area long distance traffic between your local and long distance companies.

Qwest will need a signed original. If you would like to retain a signed original for your files please feel free to do so. The LOA is not countersigned by Qwest.

PAC – Project Accounting Codes or Authorization Codes

Some customers prefer to keep track of who made which call. This is accomplished by Project Accounting Codes – also referred to as Authorization Codes. If you currently have authorization codes today and want to re-use the numbers you may do so by putting a name and authorization code into a spread sheet. Or you may fill out the bottom half of the form. Authorization codes will be verified, so if the caller doesn't enter an authorized working code, the call will not be placed.

The codes can be assigned by the school and/or District or by Qwest. They are 2-11 numeric characters in length. There are no installation or monthly charges for Project Accounting Codes.

Sectional Billing

If you want to receive your bills based on department or location, we can do this with Sectional Billing. The billing account will have just the numbers or the project account codes assigned to it. The sectional bill is reflected both electronically and on the paper bill. There are no charges to establish or change sectional bills.

Electronic Billing

We have a service called QControl that will give you electronic billing. The service is web-based and has many features including running reports, issuing trouble tickets and ordering simple services such as Flat Rate Business Lines. Many customers that have to distinguish between eligible and in-eligible services for e-rate purposes use a combination of account codes, sectional billing and QControl so that they don't have to manually itemize charges for functions or departments.

Your Qwest Account Team prefers that you have QControl as they are able to log into it and see your information exactly the same way you see it. Currently, we see a much different view than what is printed on your paper bill. Also, the QControl system allows you to print copies of past bills.

The paper bill is the legal bill so even if you sign up for QControl, you will still receive a paper bill. QControl lets you download information and store it on CDs, hard drives or USB drives, so backing up data is compact and easy. There is no installation cost or monthly fee to use QControl.

PIC Waivers

The charge to change your Long Distance Carrier on your local access line is usually around \$5.12 per line. Qwest Communications Corporation will rebate this fee on the long distance bill. The local telephone company (Qwest or

otherwise) will charge the fee on the local service and QCC will credit the same amount on your long distance bill.

Conversion to Qwest Long Distance

Qwest Communications will process all orders with an effective date of July 1, 2006. This eliminates the need to file a SPIN change with the SLD. The school and/or district will need to identify all of the telephone numbers that have dial tone for the Qwest Account Team or the Qwest Business Partner, Cache Valley Electric. Beginning March 1, 2006, we will start collecting the information and placing orders. The service will not begin until July 1st, 2006

worldcard

wordcard is the Qwest Calling Card. Users who are traveling or away from their work location can:

- dial a toll-free number to access the Qwest network,
- dial the number they are calling, and
- enter their worldcard number.

This is a convenient way to reduce expenses and to avoid reimbursement. worldcard calling cards can be ordered for specific users or in bulk for occasional use. Please let us know when you establish the service if you would like us to order worldcard calling cards. There is a \$.25 per call surcharge for using worldcard.

Payphones

Most payphones have surcharges and extra charges. The Qwest Long Distance contract provides a flat surcharge rate of \$.55 per call regardless of the type of payphone or it's location in the US.

SPIN Numbers

The SLD requires a SPIN number for reimbursement purposes. If Qwest Corporation is your local telephone company, then the correct SPIN number is the in-region SPIN located on the bottom of your participating addendum. If your local telephone company is any company other than Qwest, the correct SPIN number is the out-of-region SPIN number. When Qwest countersigns the addendum, we will check the appropriate SPIN for you to use on your e-rate filings.

QWEST LOYAL ADVANTAGE™ AGREEMENT

This Qwest Loyal Advantage Agreement ("Agreement") between Qwest Communications Corporation ("Qwest" or "QCC") and Highline School District ("Customer") is binding upon the parties on the date Qwest signs it, and the Initial Term begins on July 1, 2006 ("Effective Date") and ends on June 30, 2007. If Qwest Interprise America, Inc.'s ("QIA") CPE Terms are attached to this Agreement, the QCC signature on this Agreement means that QCC is acting as QIA's agent for those terms. The offer contained in this document is only valid through **January 30, 2006**, and will expire if Customer does not execute and deliver the Agreement to QCC on or before that date.

Customer and Qwest agree to allow Eligible Purchasers to sign up for Service at the same terms and conditions and rates as outlined under this Agreement. Eligible Purchasers are defined as a K-12 school within the state of Washington with an EIN. Qwest will apply charges to each Eligible Purchaser individually. Each Eligible Purchaser will sign a Participating Addendum to purchase from this Agreement. The Participating Addendum to this Agreement is included in Attachment 1. Customer shall have no liability for the acts/omissions of Eligible Purchasers or for early termination of Eligible Purchasers.

CUSTOMER: Highline School District

By: _____
Name: _____
Title: _____
Date: _____

QWEST COMMUNICATIONS CORPORATION

By: _____
Name: _____
Title: Director, Offer Management
Date: _____

1. Services. QCC will provide, and Customer will purchase, the services ("Services") set forth in service exhibits attached hereto ("Service Exhibits"). Except for OneFlex® Integrated Access Service, QCC will not be responsible for coordinating Customer's local access if the Local Access Service Exhibit is not included in this Agreement, and Customer will be solely responsible for all local access and all associated costs. Customer represents and warrants that it will not resell the Services and that its use of the Services will comply with all applicable laws. The parties agree that any notation to the "Qwest Total Advantage® Agreement" or "QTA Discount" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. The Service Exhibits attached hereto as of the Effective Date are:

- Domestic Voice Service Exhibit
- International Voice Informational Pricing Sheet
- Local Access Service Exhibit

Term. Customer selects the following "Initial Term" of the Agreement: Select Term in Drop-down (QLAGESZ). At the end of the Initial Term, this Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with this Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. Rates. QCC will provide the Services at the rates as set forth in the Service Exhibit associated with the then-current Term. Notwithstanding anything to the contrary in this Agreement or in a Service Exhibit, the domestic rates expressly set forth in a Service Exhibit will be fixed during the Initial Term. Upon the renewal of the Agreement, QCC may apply: (a) its then current rates to Customer's existing ordered Services and will fix those rates during the Renewal Term; and (b) its then current rates in effect at the time a new Service or a different grade of an existing Service is ordered and will fix those rates during the Renewal Term. The foregoing, however, will not apply to international rates or limit QCC's right to change the rates for Service at any time for changes based upon Regulatory Activity. "Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days prior written notice to QCC without liability for Cancellation Charges for the affected Service, provided, however that Customer: (c) provides such notice within 30 days after the increase occurs; and (d) provides QCC 30 days to cure such increase. If Customer does not provide QCC such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section. The rates described in the attached Service Exhibits are in lieu of all other rates, discounts and/or promotions. No other discounts or promotions apply.

4. Payment. Customer must pay QCC all charges within 30 days from the invoice date. Any amount not paid when due will be subject to late interest at the lesser of the rate of 1½% per month or the highest rate permitted by applicable law. Customer must also pay QCC any applicable Taxes assessed in connection with Customer's Services. QCC may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition.

5. Disclaimer of Warranties. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN A SERVICE EXHIBIT, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QCC, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES. QCC DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY USE; AND (B) ALL WARRANTIES FOR CPE.

6. Limitation of Liability.

(a) NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL,

QWEST LOYAL ADVANTAGE™ AGREEMENT

SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENT; OR (B) IF NO SERVICE LEVEL AGREEMENT APPLIES TO THE AFFECTED SERVICE, THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO QCC FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY CUSTOMER TO QCC UNDER THIS AGREEMENT IN THE THREE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP"). Notwithstanding the foregoing, the limitation of liability in this Section and the Damage Cap will not apply to: (a) a party's indemnification obligations; and (b) Customer's payment obligation for all charges under this Agreement, including without limitation, Service charges, Taxes, interest, Early Termination Charges, and Service Cancellation Charges.

(b) Any claim or dispute arising out of or relating to this Agreement must be brought within two years after the cause of action arises.

7. Personal Injury, Death, and Property Damage. To the extent permitted under law, each party will be responsible to the other party for the actual, physical damages directly caused by its negligent acts or omissions in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees (if not covered under applicable workers' compensation laws) and loss or damage to a party's personal tangible property. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap.

8. Indemnification. To the extent permitted under law, each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the indemnifying party; provided, however, the foregoing indemnification will not apply to any claims made by employees that are covered under applicable workers' compensation laws. Furthermore, to the extent permitted under law, Customer will defend and indemnify QCC, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Services by Customer or End Users, including any violation of the AUP.

9. Termination. Either party may terminate a Service in accordance with the applicable Service Exhibit. Either party may terminate this Agreement: (a) by providing written notice of termination to the other party at least 30 days prior to the expiration of the then current Term; or (b) for Cause; provided that if Customer is terminating this Agreement for Service related claims, Cause exists where there is cause to terminate all or substantially all of the Services in accordance with the applicable service level agreements or Service Exhibits. If Customer terminates this Agreement under subsection (a) of the immediately preceding sentence before the expiration of any individual service term for a particular Service described in a Service Exhibit, the applicable Cancellation Charge for the Service will apply. If, prior to the conclusion of the Term, this Agreement is terminated either by QCC for Cause or by Customer for any reason other than Cause, then Customer will also pay to QCC: (a) an Early Termination Charge; and (b) any applicable Service Cancellation Charges. Customer will remain liable for charges accrued but unpaid as of the termination date.

10. Confidentiality; Publicity. Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) issue any public announcement regarding, or make any other disclosure of the terms of, this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Such consent may only be given on behalf of Qwest by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.

11. Dispute Resolution; Governing Law. The parties shall attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or related to this Agreement. Either party may initiate negotiations by providing a written notice to the other party setting forth the dispute and the relief requested. If the parties are unable to resolve such dispute within a reasonable period of time, either party may commence a civil action in a court of competent jurisdiction located, at the option of the moving party, in either: (a) the place of business of the other party, as indicated in the address to which required notices must be sent; or (b) in Denver, Colorado. To the extent the Communications Act of 1934 does not govern, this Agreement shall be governed by the laws of the state in which the Customer's principal office is located without regard to its choice of law principles. Notwithstanding the above, any action by QCC to collect payment for services may be commenced in Denver, Colorado. Each party hereby expressly waives its right to a trial by jury and consents to the jurisdiction of such courts for the purposes described in this Section. Such court shall not award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. Each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees).

12. Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by QCC), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving QCC

QWEST LOYAL ADVANTAGE™ AGREEMENT

not less than 30 days prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by QCC through the date of termination.

QWEST LOYAL ADVANTAGE™ AGREEMENT

13. Notices.

(a) **Required Notices.** Customer's current address, facsimile number, and person designated for notices are: . Except as otherwise provided herein, all required notices to QCC must be in writing and sent to 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Legal Department, and to Customer at its then current address as reflected in QCC's records (if different than what is stated in this Section); Attn.: General Counsel or other person designated for notices. Except as otherwise provided herein or in a Service Exhibit, all notices will be deemed given: (i) when delivered in person to the recipient named above; (ii) three business days after delivered via regular U.S. Mail; (iii) when delivered via overnight courier mail; or (iv) when delivered by facsimile so long as duplicate notification is also sent by regular U.S. Mail.

(b) **Service Termination Notices.** Customer's notice of termination for Services must be sent via mail, facsimile or e-mail to: Qwest, Attn.: Dublin Service Center, GBM Disconnects, 6000 Parkwood Place, 5th Floor Disconnect Center, Dublin, OH 43017, FAX: 866.887.6633, e-mail: GBMdisconnects@qwest.com. Such termination will be effective 30 days after QCC's receipt of the notice, unless a longer period is otherwise required.

14. General. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of QCC, which consent will not be unreasonably withheld. This Agreement is intended solely for QCC and Customer and it will not benefit or be enforceable by any other person or entity, including without limitation, End Users. If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Except as specifically stated in a Service Exhibit, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: a Service Exhibit, this Agreement, and any Order Form. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, any applicable Service Exhibit, and any Order Forms hereunder constitute the entire agreement between Customer and QCC with respect to the subject matter hereof, and supersede all prior oral or written agreements or understandings relating to the subject matter hereof. Except for Service modifications initiated by QCC or as set forth in a Service Exhibit, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. QCC reserves the right at any time to reject any handwritten change to this Agreement.

15. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Qwest Acceptable Use Policy, which is posted at <http://www.qwest.com/legal/>.

"Cancellation Charge" means: (a) early termination charges that apply to a particular Service if the Service is terminated prior to the expiration of the service term as described in the Service Exhibit; and (b) charges incurred by QCC from any third party provider.

"Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) in the event of a payment default by Customer, within five days of separate written notice from QCC notifying Customer of such default; or (b) in the event of any other material breach, within 30 days of written notice (unless a different notice period is specified in this Agreement).

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Services or the QCC network via the Services provided hereunder.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cut not caused by QCC, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"MRC" means monthly recurring charges.

"NRC" means nonrecurring charges.

"Order Form" means order request forms issued by QCC.

"Taxes" means foreign, federal, state and local taxes, surcharges, and other similar charges.

Option Z Pricing Used (for Qwest Billing purposes).

**QWEST LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

1. Definitions. Except as set forth in this section or elsewhere in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement. Qwest will provide Voice Services ("Service") pursuant to the terms and conditions of the Agreement, Services Schedule, Tariff, and this Service Exhibit.

"CPNI" means confidential billing and usage-related information about the quantity, technical configuration, type, destination, location and amount of use of Customer's telecommunications services.

"Services Schedule" means the Qwest Rate and Services Schedule Interstate No. 5 found at <http://www.qwest.com> and at 1801 California Street, 1st Floor Reception Area, Denver, CO.

"Tariff" means the Qwest state tariffs that apply when traffic over the Service is less than or equal to 10% interstate usage. References to Services Schedule herein will mean Tariff when a Tariff governs the Service.

2. Voice Service Description. Voice Service consists of Domestic Long Distance, Domestic Toll Free, Domestic worldcard® and Domestic Directory Assistance Services. Domestic Long Distance Service is available both Interstate and Intrastate, through switched and dedicated facilities. Toll Free Services is also available through switched or dedicated facilities. Qwest is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. worldcard offers domestic calling card services available either Interstate or Intrastate and is available through switched access only. Directory Assistance offers one rate to Voice Service customers domestically. The Service is subject to the SLA in the Services Schedule that is effective as of the first day of the second month after initial installation of Service. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: 1) the standard option includes Qwest's trademarks and telephone number; 2) the "cologo" option includes Qwest's and Customer's names and trademarks and/or logos and will include either Qwest's or Customer's telephone number; and 3) the "private label" option only includes Customer's names trademarks and/or logos and will include either Qwest's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants Qwest permission to create a card using Customer's name, trademarks and/or logos as provided to Qwest by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, Qwest will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold Qwest harmless for any costs, fees, damages, or expenses of any sort incurred by Qwest as a result of claims arising from Qwest's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed herein, Customer will pay to Qwest any set-up charges associated with the design and production of the cologo and private label cards. Qwest will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and Qwest will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay Qwest the set-up charges for the replacement cards.

(a) The Services Schedule applicable to Service is incorporated by reference and made a part of this Service Exhibit. Qwest may change the Services Schedule at any time and such change will be effective upon being posted in the Services Schedule. Customer represents and warrants that as of the Effective Date, Customer has accessed, read, and understands the Services Schedule. The Service is also subject to the Communications Act of 1934, as amended.

(b) Qwest will have access to certain CPNI. Under federal law, Customer has a right to, and Qwest has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to Customer and to enhance Qwest's ability to meet Customer's needs. Customer expressly authorizes Qwest, its Affiliates, or its sales representatives to use CPNI to determine if Customer could benefit from other services offered by Qwest and its Affiliates, and market them to Customer. Customer may withdraw its authorization at any time by informing Qwest in writing. Any such withdrawal will not affect the quality of Service provided hereunder.

(c) In the event of a conflict in any term of any documents that govern the provision of Service hereunder, the following order of precedence will apply in descending order of control: Tariff, Service Exhibit, Agreement, Services Schedule, and any Order Form.

3. Ordering Service. Qwest will provide the Service only if: (a) there is a valid, accurate Order Form signed by Customer; (b) adequate capacity is available; and (c) Qwest accepts the Order Form. Qwest reserves the right to reject any Order Form in its reasonable discretion.

**QWEST LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

4. **Rates.** The Base Rates for the Voice Services listed below include the discounts, if any, associated with the Agreement. The Charges for each component of Service commence within five days of Qwest's notification to Customer that the Service component is provisioned and ready of use. Charges for Service during a Renewal Term will be the rates in effect at time of renewal for existing Service, or the charges in effect at the time of order for new or changed Service. The charges for such Service will be fixed for the Renewal Term. The rates set forth herein do not include costs associated with local access.

Qwest will waive the following PICC charges for this Customer:

PICC

Departmental Billing=NRC of \$15.00 per order (under QTA Personal Accounting Codes)

Account Codes=NRC of \$15.00 per order (under QTA Personal Accounting Codes)

Domestic Interstate Outbound Long Distance	Per Minute Base Rate
<i>Origination – Termination</i>	
Dedicated – Switched	\$0.0315
Switched – Switched	\$0.0420

Domestic Interstate Toll Free	Per Minute Base Rate
<i>Origination – Termination</i>	
Switched – Dedicated	\$0.0250
Switched – Switched	\$0.0420

Domestic Interstate worldcard	Per Minute Base Rate
<i>Origination – Termination</i>	
Switched – Switched	\$0.0420
Per Call Surcharge from Non-Payphone	\$0.2500
Per Call Surcharges from Payphone	\$0.2500 plus \$0.5500 surcharge per payphone call

Domestic Interstate Directory Assistance	Per Call Base Rate (all states)
Directory Assistance – per call	\$0.5000

5. **Intrastate Rates (if ordered).** The rates for the intrastate Voice Services listed below are for illustrative purposes only and are the rates in effect as of the Effective Date. The rates as set forth below will be fixed for the Initial Term as set forth in the Agreement. Charges for Service during a Renewal Term will be the rates in effect at time of renewal for existing Service, or the charges in effect at the time or order for new or changed Service. The charges for such Service will be fixed for the Renewal Term. The rates set forth herein do not include costs associated with local access and are not eligible for any additional discounts.

State of Origination	Switched – Switched Outbound and Inbound Intrastate and IntraLATA Net Effective Per Minute Rate (for illustrative purposes only)	Dedicated – Switched Outbound Intrastate and IntraLATA Net Effective Per Minute Rate (for illustrative purposes only)	Switched – Dedicated Inbound Intrastate and IntraLATA Net Effective Per Minute Rate (for illustrative purposes only)
Washington	\$0.0420	\$0.0332	\$0.0250
Discount percentage off tariffed rate	40.76%	0%	24.69%

Intrastate and intraLATA worldcard Service.

Domestic IntraState and IntraLATA worldcard	Base Rate
<i>Origination – Termination</i>	
Switched – Switched	\$0.0420
Per Call Surcharge from Non-Payphone	\$0.2500
Per Call Surcharges from Payphone	\$0.2500 plus \$0.5500 surcharge per payphone call—all states, except: \$0.4900 surcharge—Colorado \$0.5000 surcharge—Maryland, Mississippi, and

QWEST LOYAL ADVANTAGE™ AGREEMENT

	South Carolina \$0.3000 surcharge—Washington
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6. **Term.** The term of this Exhibit will begin upon the Effective Date of the Agreement (or, if applicable, an amendment to the agreement if Customer adds this Exhibit after the Effective Date of the Agreement) and will continue until the expiration or termination of the last to expire (or terminate) Service ordered hereunder.

**QWEST LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE INFORMATIONAL PRICING SHEET**

1. Scope and Definitions. This International Voice Informational Pricing Sheet ("Pricing Sheet") is provided for informational purposes only. Qwest will provide Voice Services ("Service") pursuant to the terms and conditions of the Qwest Loyal Advantage Agreement ("Agreement"), Services Schedule, and the Tariff, and not this Pricing Sheet. Except as set forth in this section or elsewhere in this Pricing Sheet, capitalized terms will have the definitions assigned to them in the Agreement.

"CPNI" means confidential billing and usage-related information about the quantity, technical configuration, type, destination, location and amount of use of Customer's telecommunications services.

"Services Schedule" means the Qwest Rate and Services Schedules Interstate No. 5 and International No. 2 found at <http://www.qwest.com> and at 1801 California Street, 1st Floor Reception Area, Denver, CO.

2. International Voice Service Description. International Voice Service consists of International Outbound Long Distance, International Toll Free and International worldcard®. Except where specified otherwise, for international outbound voice service, the rates specified herein will only apply to international outbound voice service originating in the U.S. (subject to availability) and terminating internationally using land-line facilities and will not apply to international outbound voice service terminating internationally using cellular facilities or, for international inbound voice service, the rates specified herein will only apply to international inbound voice service originating internationally using land-line and cellular facilities. However, airtime is charged for mobile calls.

(a) The Services Schedule applicable to Service is incorporated by reference and made a part of this Service Exhibit. Qwest may change the Services Schedule at any time and such change will be effective upon being posted in the Services Schedule. The Service is also subject to the Communications Act of 1934, as amended.

(b) Qwest will have access to certain CPNI. Under federal law, Customer has a right to, and Qwest has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to Customer and to enhance Qwest's ability to meet Customer's needs. Customer expressly authorizes Qwest, its Affiliates, or its sales representatives to use CPNI to determine if Customer could benefit from other services offered by Qwest and its Affiliates, and market them to Customer. Customer may withdraw its authorization at any time by informing Qwest in writing. Any such withdrawal will not affect the quality of Service provided hereunder.

(c) In the event of a conflict in any term of any documents that govern the provision of Service hereunder, the following order of precedence will apply in descending order of control: Service Exhibit, Agreement, Services Schedule, and any Order Form.

3. Ordering Service. Qwest will provide the Service only if: (a) there is a valid, accurate Order Form signed by Customer; (b) adequate capacity is available; and (c) Qwest accepts the Order Form. Qwest reserves the right to reject any Order Form in its reasonable discretion.

4. Rates. The following per minute rates, country/mobile codes and charges are provided for informational purposes only, but should reflect the applicable rates as of the Effective Date of the underlying Agreement. The rates for International Voice Service are controlled by the Services Schedule and are subject to change. The rates set forth herein do not include costs associated with local access. Customer will receive the then current Services Schedule discount applicable to the Renewal Term during any Renewal Term. All rates below are quoted in increments and will be billed in the following initial and incremental time periods based on traffic type:

International Voice Service	Initial Billing Period	Incremental Billing Period
Outbound U.S. to International	30 seconds	6 seconds
Outbound U.S. to Canada	30 seconds	6 seconds
Outbound U.S. to Mexico	60 seconds	60 seconds

worldcard	Initial Billing Period	Incremental Billing Period
Outbound US to International (excluding Mexico)	30 seconds	6 seconds
Inbound International (excluding Mexico) to US	60 seconds	60 seconds
Outbound International to International	60 seconds	60 seconds
Inbound Mexico to US	60 seconds	60 seconds
Outbound Mexico to Mexico	60 seconds	60 seconds
Outbound Mexico to International	60 seconds	60 seconds
Outbound International to Mexico	60 seconds	60 seconds
Outbound US to Mexico	60 seconds	60 seconds
Inbound Canada to US	30 seconds	6 seconds
Outbound US to Canada	30 seconds	6 seconds
Outbound Canada to Canada	30 seconds	6 seconds

**QWEST LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE INFORMATIONAL PRICING SHEET**

worldcard	Initial Billing Period	Incremental Billing Period
Outbound Canada to International (excluding Mexico)	30 seconds	6 seconds
Outbound International (excluding Mexico) to Canada	60 seconds	60 seconds
Outbound Canada to Mexico	60 seconds	60 seconds
Outbound Mexico to Canada	60 seconds	60 seconds

International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments:

ITFS/UIFN	Initial Billing Period	Incremental Billing Period
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Canada to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

4.1 International Outbound Long Distance.

Country of Termination	Switched Origination - Switched Termination Rate Per Minute	Dedicated Origination - Switched Termination Rate Per Minute
Afghanistan	\$0.8535	\$0.8355
Albania	\$0.4104	\$0.3924
Albania - Mobile/Special Services	\$0.3243	\$0.3063
Algeria	\$0.3528	\$0.3348
Algeria - Mobile/Special Services	\$0.3888	\$0.3708
American Samoa	\$0.2304	\$0.2124
American Samoa - Mobile/Special Services	\$0.2880	\$0.2700
Andorra	\$0.1680	\$0.1500
Andorra - Mobile/Special Services	\$0.3494	\$0.3314
Angola	\$0.5256	\$0.5076
Angola - Mobile/Special Services	\$0.5616	\$0.5436
Anguilla	\$0.3024	\$0.2844
Anguilla - Mobile/Special Services	\$0.3321	\$0.3141
Antarctica	\$0.5850	\$0.5670
Antigua	\$0.2671	\$0.2491
Antigua - Mobile/Special Services	\$0.4230	\$0.4050
Argentina	\$0.1125	\$0.0945
Argentina - Mobile/Special Services	\$0.3454	\$0.3274
Armenia	\$0.4464	\$0.4284
Armenia - Mobile/Special Services	\$0.4824	\$0.4644
Aruba	\$0.2304	\$0.2124
Aruba - Mobile/Special Services	\$0.2664	\$0.2484
Ascension Island	\$1.1224	\$1.1044
Australia	\$0.0614	\$0.0434
Australia - Mobile/Special Services	\$0.2538	\$0.2358
Austria	\$0.1066	\$0.0886
Austria - Mobile/Special Services	\$0.3248	\$0.3068
Azerbaijan	\$0.4976	\$0.4796
Azerbaijan - Mobile/Special Services	\$0.4976	\$0.4796

**QWEST LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE INFORMATIONAL PRICING SHEET**

Country of Termination	Switched Origination - Switched Termination Rate Per Minute	Dedicated Origination - Switched Termination Rate Per Minute
Bahamas	\$0.1440	\$0.1260
Bahamas – Mobile/Special Services	\$0.1980	\$0.1800
Bahrain	\$0.3816	\$0.3636
Bahrain - Mobile/Special Services	\$0.4176	\$0.3996
Bangladesh	\$0.4241	\$0.4061
Bangladesh - Mobile/Special Services	\$0.6247	\$0.6067
Barbados	\$0.3024	\$0.2844
Barbados - Mobile/Special Services	\$0.3370	\$0.3190
Belarus	\$0.4230	\$0.4050
Belarus - Mobile/Special Services	\$0.4500	\$0.4320
Belgium	\$0.0540	\$0.0360
Belgium - Mobile/Special Services	\$0.2970	\$0.2790
Belize	\$0.3816	\$0.3636
Belize - Mobile/Special Services	\$0.5542	\$0.5362
Benin	\$0.3384	\$0.3204
Benin – Mobile/Special Services	\$0.4680	\$0.4500
Bermuda	\$0.1872	\$0.1692
Bermuda - Mobile/Special Services	\$0.2232	\$0.2052
Bhutan	\$0.7584	\$0.7404
Bhutan – Mobile/Special Services	\$0.8280	\$0.8100
Bolivia	\$0.2873	\$0.2693
Bolivia - Mobile/Special Services	\$0.3869	\$0.3689
Bosnia & Herzegovina	\$0.3010	\$0.2830
Bosnia & Herzegovina - Mobile/Special Services	\$0.4032	\$0.3852
Botswana	\$0.3240	\$0.3060
Botswana – Mobile/Special Services	\$0.3960	\$0.3780
Brazil	\$0.1440	\$0.1260
Brazil - Mobile/Special Services	\$0.3022	\$0.2842
British Virgin Islands	\$0.2376	\$0.2196
British Virgin Islands - Mobile/Special Services	\$0.1917	\$0.1737
Brunei	\$0.3816	\$0.3636
Brunei - Mobile/Special Services	\$0.4176	\$0.3996
Bulgaria	\$0.2520	\$0.2340
Bulgaria - Mobile/Special Services	\$0.3348	\$0.3168
Burkina Faso	\$0.4176	\$0.3996
Burkina Faso – Mobile/Special Services	\$0.4680	\$0.4500
Burundi	\$0.8208	\$0.8028
Burundi - Mobile/Special Services	\$0.3448	\$0.3268
Cambodia	\$0.9216	\$0.9036
Cambodia - Mobile/Special Services	\$0.9576	\$0.9396
Cameroon	\$0.3967	\$0.3787
Cameroon - Mobile/Special Services	\$0.5929	\$0.5749
Canada	\$0.0449	\$0.0269

**QWEST LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE INFORMATIONAL PRICING SHEET**

Country of Termination	Switched Origination - Switched Termination Rate Per Minute	Dedicated Origination - Switched Termination Rate Per Minute
Cape Verde Islands	\$0.4770	\$0.4590
Cape Verde Islands – Mobile/Special Services	\$0.6030	\$0.5850
Cayman Islands	\$0.2160	\$0.1980
Cayman Islands – Mobile/Special Services	\$0.2430	\$0.2250
Central African Republic	\$0.7942	\$0.7762
Central African Republic – Mobile/Special Services	\$0.8280	\$0.8100
Chad	\$1.2494	\$1.2314
Chad - Mobile/Special Services	\$0.8972	\$0.8792
Chile	\$0.1632	\$0.1452
Chile - Mobile/Special Services	\$0.3402	\$0.3222
China	\$0.1642	\$0.1462
China - Mobile/Special Services	\$0.2664	\$0.2484
Christmas & Cocos Islands	\$0.1366	\$0.1186
Colombia	\$0.1778	\$0.1598
Colombia - Mobile/Special Services	\$0.3096	\$0.2916
Comoros	\$0.6696	\$0.6516
Comoros - Mobile/Special Services	\$0.6480	\$0.6300
Congo, Republic of	\$0.5292	\$0.5112
Cook Islands	\$5.4000	\$5.3820
Cook Islands - Special Services	\$4.6980	\$4.6800
Costa Rica	\$0.2268	\$0.2088
Costa Rica - Mobile/Special Services	\$0.2628	\$0.2448
Croatia	\$0.2873	\$0.2693
Croatia - Mobile/Special Services	\$0.3606	\$0.3426
Cuba	\$0.9180	\$0.9000
Cuba - Guantanamo Bay	\$1.0080	\$0.9900
Cyprus	\$0.3024	\$0.2844
Cyprus - Mobile/Special Services	\$0.4102	\$0.3922
Czech Republic	\$0.2376	\$0.2196
Czech Republic - Mobile Special/Services	\$0.3246	\$0.3066
Denmark	\$0.1080	\$0.0900
Denmark - Mobile/Special Services	\$0.2880	\$0.2700
Diego Garcia	\$2.7180	\$2.7000
Djibouti	\$0.5263	\$0.5083
Djibouti - Mobile/Special Services	\$0.7063	\$0.6883
Dominica	\$0.3134	\$0.2954
Dominica – Mobile/Special Services	\$0.4230	\$0.4050
Dominican Republic	\$0.1778	\$0.1598
Dominican Republic - Mobile/Special Services	\$0.2160	\$0.1980
East Timor	\$1.3500	\$1.3500
Ecuador	\$0.2668	\$0.2488
Ecuador - Mobile/Special Services	\$0.3672	\$0.3492
Egypt	\$0.3283	\$0.3103
Egypt - Mobile Special/Services	\$0.4608	\$0.4428

QWEST LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE INFORMATIONAL PRICING SHEET

Country of Termination	Switched Origination - Switched Termination Rate Per Minute	Dedicated Origination - Switched Termination Rate Per Minute
El Salvador	\$0.2189	\$0.2009
El Salvador - Mobile/Special Services	\$0.2518	\$0.2338
Equatorial Guinea	\$0.9648	\$0.9468
Equatorial Guinea - Mobile/Special Services	\$1.0080	\$0.9900
Eritrea	\$0.6703	\$0.6523
Estonia	\$0.3096	\$0.2916
Estonia - Mobile/Special Services	\$0.4918	\$0.4738
Ethiopia	\$0.6120	\$0.5940
Ethiopia - Mobile/Special Services	\$0.6480	\$0.6300
Faeroe Islands	\$0.2760	\$0.2580
Falkland Islands (Islas Malvinas)	\$1.1250	\$1.1070
Fiji Islands	\$0.5220	\$0.5040
Fiji Islands - Mobile/Special Services	\$0.6539	\$0.6359
Finland	\$0.1080	\$0.0900
Finland - Mobile Special/Services	\$0.2340	\$0.2160
France	\$0.0540	\$0.0360
France - Mobile/Special Services	\$0.2662	\$0.2482
French Antilles (incl. Martinique)	\$0.2736	\$0.2556
French Guiana	\$0.3564	\$0.3384
French Guiana - Mobile/Special Services	\$0.4680	\$0.4500
French Polynesia	\$0.4976	\$0.4796
Gabon Republic	\$0.4248	\$0.4068
Gabon Republic - Mobile/Special Services	\$0.4608	\$0.4428
Gambia	\$0.3672	\$0.3492
Gambia - Mobile/Special Services	\$0.5189	\$0.5009
Georgia	\$0.5294	\$0.5114
Georgia - Mobile/Special Services	\$0.5506	\$0.5326
Germany	\$0.0540	\$0.0360
Germany - Mobile/Special Services	\$0.2970	\$0.2790
Ghana	\$0.3312	\$0.3132
Ghana - Mobile/Special Services	\$0.3672	\$0.3492
Gibraltar	\$0.3812	\$0.3632
Gibraltar- Mobile/Special Services	\$0.4342	\$0.4162
Greece	\$0.1300	\$0.1120
Greece - Mobile Special/Services	\$0.2662	\$0.2482
Greenland	\$0.7650	\$0.7470
Greenland - Mobile/Special Services	\$0.7650	\$0.7470
Grenada	\$0.3254	\$0.3074
Grenada - Mobile/Special Services	\$0.3614	\$0.3434
Guadeloupe	\$0.2808	\$0.2628
Guadeloupe - Mobile/Special Services	\$0.4630	\$0.4450
Guatemala	\$0.2189	\$0.2009
Guatemala - Mobile/Special Services	\$0.3276	\$0.3096

QWEST LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE INFORMATIONAL PRICING SHEET

Country of Termination	Switched Origination - Switched Termination Rate Per Minute	Dedicated Origination - Switched Termination Rate Per Minute
Guinea	\$0.4320	\$0.4140
Guinea - Mobile/Special Services	\$0.5758	\$0.5578
Guinea-Bissau	\$1.4189	\$1.3976
Guinea-Bissau - Mobile/Special Services	\$2.2500	\$2.2320
Guyana	\$0.5280	\$0.5100
Guyana - Mobile/Special Services	\$0.6075	\$0.5895
Haiti	\$0.3706	\$0.3526
Haiti - Mobile	\$0.4342	\$0.4162
Haiti - Special Services	\$0.5400	\$0.5220
Honduras	\$0.4500	\$0.4320
Honduras - Mobile/Special Services	\$0.5220	\$0.5040
Hong Kong	\$0.1150	\$0.0970
Hong Kong - Mobile/Special Services	\$0.1656	\$0.1476
Hungary	\$0.0836	\$0.0656
Hungary - Mobile/Special Services	\$0.3502	\$0.3322
Iceland	\$0.2520	\$0.2340
Iceland - Mobile/Special Services	\$0.3745	\$0.3565
India	\$0.2610	\$0.2430
India - Mobile/Special Services	\$0.4176	\$0.3996
Indonesia	\$0.1215	\$0.1035
Indonesia - Mobile/Special Services	\$0.3238	\$0.3058
INMARSAT - 870	\$6.3000	\$6.2820
INMARSAT - Atlantic East	\$6.3000	\$6.2820
INMARSAT - Atlantic West	\$6.3000	\$6.2820
INMARSAT - Indian	\$6.3000	\$6.2820
INMARSAT - Pacific	\$6.3000	\$6.2820
International Networks	\$4.2353	\$4.2142
Iran	\$0.4651	\$0.4471
Iran - Mobile/Special Services	\$0.6264	\$0.6084
Iraq	\$0.7835	\$0.7709
Ireland	\$0.1080	\$0.0900
Ireland - Mobile/Special Services	\$0.3150	\$0.2970
Iridium	\$3.6529	\$3.6318
Israel	\$0.0630	\$0.0450
Israel - Mobile/Special Services	\$0.1726	\$0.1546
Italy	\$0.0529	\$0.0349
Italy - Mobile/Special Services	\$0.2835	\$0.2655
Ivory Coast	\$0.5335	\$0.5155
Ivory Coast - Mobile/Special Services	\$0.6408	\$0.6228
Jamaica	\$0.3215	\$0.3035
Jamaica - Mobile/Special Services	\$0.4553	\$0.4246
Japan	\$0.0656	\$0.0476
Japan - Mobile/Special Services	\$0.3023	\$0.2753
Jordan	\$0.4651	\$0.4471
Jordan - Mobile/Special Services	\$0.5352	\$0.5172

**QWEST LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE INFORMATIONAL PRICING SHEET**

Country of Termination	Switched Origination - Switched Termination Rate Per Minute	Dedicated Origination - Switched Termination Rate Per Minute
Kazakhstan	\$0.1984	\$0.1804
Kazakhstan - Mobile/Special Services	\$0.2650	\$0.2470
Kenya	\$0.4320	\$0.4140
Kenya - Mobile/Special Services	\$0.4680	\$0.4500
Kiribati	\$0.9212	\$0.9032
Kiribati - Mobile/Special Services	\$1.1250	\$1.1070
Korea, North	\$0.8208	\$0.8028
Korea, South	\$0.1222	\$0.1042
Korea, South - Mobile/Special Services	\$0.1510	\$0.1330
Kuwait	\$0.3830	\$0.3650
Kuwait - Mobile/Special Services	\$0.5328	\$0.5148
Kyrgyzstan	\$0.2531	\$0.2351
Kyrgyzstan - Mobile/Special Services	\$0.4658	\$0.4478
Laos	\$0.8304	\$0.8124
Laos - Mobile/Special Services	\$1.0397	\$1.0217
Latvia	\$0.3010	\$0.2830
Latvia - Mobile/Special Services	\$0.4492	\$0.4312
Lebanon	\$0.4378	\$0.4198
Lebanon - Mobile/Special Services	\$0.5198	\$0.5018
Lesotho	\$0.4392	\$0.4212
Lesotho - Mobile/Special Services	\$0.4752	\$0.4572
Liberia	\$0.3312	\$0.3132
Liberia - Mobile/Special Services	\$0.6982	\$0.6802
Libya	\$0.4464	\$0.4284
Libya - Mobile/Special Services	\$0.5580	\$0.5400
Liechtenstein	\$0.1300	\$0.1120
Liechtenstein - Mobile/Special Services	\$0.1958	\$0.1778
Lithuania	\$0.3010	\$0.2830
Lithuania - Mobile/Special Services	\$0.4953	\$0.4773
Luxembourg	\$0.1080	\$0.0900
Luxembourg - Mobile/Special Services	\$0.3150	\$0.2970
Macau	\$0.4024	\$0.3844
Macau - Mobile/Special Services	\$0.4464	\$0.4284
Macedonia	\$0.3096	\$0.2916
Macedonia - Mobile/Special Services	\$0.4230	\$0.4050
Madagascar	\$1.2672	\$1.2492
Madagascar - Mobile/Special Services	\$1.3032	\$1.2852
Malawi	\$0.3456	\$0.3276
Malawi - Mobile/Special Services	\$0.3816	\$0.3636
Malaysia	\$0.0667	\$0.0487
Malaysia - Mobile/Special Services	\$0.1726	\$0.1546
Maldives	\$0.6864	\$0.6684
Maldives - Mobile/Special Services	\$2.2500	\$2.2320
Mali Republic	\$0.5616	\$0.5436
Mali Republic - Mobile/Special Services	\$0.4782	\$0.4602

**QWEST LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE INFORMATIONAL PRICING SHEET**

Country of Termination	Switched Origination - Switched Termination Rate Per Minute	Dedicated Origination - Switched Termination Rate Per Minute
Malta	\$0.2952	\$0.2772
Malta - Mobile/Special Services	\$0.3312	\$0.3132
Marshall Islands	\$0.6750	\$0.6570
Mauritania	\$0.5184	\$0.5004
Mauritius	\$0.5824	\$0.5644
Mauritius - Mobile/Special Services	\$0.6930	\$0.6750
Mayotte Island	\$0.6696	\$0.6516
Mayotte Island - Mobile/Special Services	\$0.8518	\$0.8338
Mexico Step 1-3	\$0.1150	\$0.0970
Mexico Step 4 - 7	\$0.1154	\$0.0974
Mexico Step 8	\$0.1260	\$0.1080
Micronesia	\$0.5130	\$0.4950
Moldova	\$0.3967	\$0.3787
Moldova - Mobile/Special Services	\$0.7729	\$0.7549
Monaco	\$0.1080	\$0.0900
Monaco - Mobile/Special Services	\$0.3494	\$0.3314
Mongolia	\$0.8640	\$0.8460
Montserrat	\$0.3420	\$0.3240
Montserrat - Mobile/Special Services	\$0.5130	\$0.4950
Morocco	\$0.4129	\$0.3949
Morocco - Mobile/Special Services	\$0.4673	\$0.4493
Mozambique	\$0.4549	\$0.4369
Mozambique - Mobile/Special Services	\$0.5760	\$0.5580
Myanmar (Formerly Burma)	\$1.0906	\$1.0726
Namibia	\$0.4950	\$0.4770
Namibia - Mobile/Special Services	\$0.4032	\$0.3852
Nauru	\$1.4400	\$1.4220
Nauru - Mobile/Special Services	\$2.2235	\$2.1706
Nepal	\$0.5544	\$0.5364
Nepal - Mobile/Special Services	\$0.6930	\$0.6750
Netherlands	\$0.0540	\$0.0360
Netherlands - Mobile/Special Services	\$0.3420	\$0.3240
Netherlands Antilles	\$0.2435	\$0.2255
Netherlands Antilles - Mobile/Special Services	\$0.3282	\$0.3082
New Caledonia	\$0.6048	\$0.5868
New Zealand	\$0.1300	\$0.1120
New Zealand - Mobile/Special Services	\$0.3033	\$0.2853
Nicaragua	\$0.3060	\$0.2880
Nicaragua - Mobile/Special Services	\$0.3420	\$0.3240
Niger Republic	\$0.5136	\$0.4956
Niger Republic - Mobile/Special Services	\$0.3613	\$0.3433
Nigeria	\$0.4230	\$0.4050
Nigeria - Mobile/Special Services	\$0.5026	\$0.4846